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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

TIMOTHY LOSACCO, an individual;  
FLORENCE LOSACCO, an individual,

Plaintiffs,

vs.

FREMONT INVESTMENT & LOAN, a  
California corporation; and DOES 1-10,  
inclusive,

Defendant(s).

Case No. 08cv0810JM (POR)

**DECLARATION OF PLAINTIFF  
FLORENCE LOSACCO IN SUPPORT OF  
PLAINTIFFS' APPLICATION  
FOR TEMPORARY RESTRAINING  
ORDER AND PRELIMINARY  
INJUNCTION**

I, FLORENCE LOSACCO hereby declare:

1. I am a Plaintiff in the above entitled action.

2. I have personal knowledge of all things stated in this declaration except as to those things stated on information and belief, and as to those things, I believe them to be true. I could testify competently to these things if called to as a witness in court.

3. On July 17, 2006, I signed paperwork for a loan to refinance my principle dwelling/residence located at 804 Begonia Street, Escondido, California 92027 ("My residence").

1 I signed several documents including but not limited to a note with Fremont Investment & Loan in  
2 the amount of Four Hundred Thirty Two Thousand Nine Hundred Dollars (\$432,900.00) (the "loan"),  
3 which was secured by a first deed of trust on my residence. The money received from the loan was  
4 used primarily for personal, family and household purposes, including amongst other things, to payoff  
5 an existing loan secured by my residence and other consumer debt.  
6

7 4. On July 17, 2006, during the course of the transaction, both myself and my  
8 husband, Timothy Losacco signed several documents. Right after signing, the documents that we  
9 signed were taken by the notary public that came to our home, and my husband and I were provided  
10 with a packet of documents (the "packet of documents"). We were told by the notary public that the  
11 packet of documents were copies of the documents that we had just signed. The packet of documents  
12 were the only documents relating to the loan that I received on July 17, 2006.  
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14 5. Within the packet of documents, my husband and I received six copies of the Notice  
15 of Right to Cancel stating that the date of the transaction was July 14, 2006, and with a blank line and  
16 no date of expiration for the cancellation period. I have reviewed my husband's declaration in  
17 support of the Application For A Temporary Restraining Order and Preliminary Injunction and a  
18 copy of the six Notices of Right to Cancel that were in the packet of documents are attached to his  
19 declaration as Exhibits "A-1", "A-2", "A-3", "A-4", "A-5" and "A-6". I did not nor have I ever  
20 received two copies of the Notice of Right to Cancel containing the date of expiration of the  
21 cancellation period for the loan.  
22

23 6. On March 5, 2008, I signed a statement of my wish to cancel the loan transaction.  
24 I have reviewed my husband's declaration in support of the Application For A Temporary Restraining  
25 Order and Preliminary Injunction and a copy of my rescission notice is attached to his declaration as  
26 Exhibit "C".  
27

28 7. I do not want to lose my home. If Defendant Fremont sells my home through

1 foreclosure, I believe that my home will be lost to me and my husband forever. My home is unique  
2 and my husband and I have made it a comfortable place to live and raise our family. My children go  
3 to school in the district where we live and if we are forced from my home, I believe that our children  
4 will suffer. I have lived in my home for 10 years. If Defendant Fremont is permitted to foreclose and  
5 I am forced to leave my home, it will subject me to humiliation and loss of reputation in my  
6 community and among my family, and friends.  
7

8 8. I respectfully request that the Court preserve the status quo and grant our request  
9 for a Temporary Restraining Order and then, a preliminary injunction to prevent Defendant Fremont  
10 from foreclosing and selling my home before our claims are heard by the Court.  
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12 I declare under penalty of perjury that the foregoing is true and correct to the best of  
13 my knowledge. Executed this 8<sup>th</sup> day of May 2008, at Escondido, California.  
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17 FLORENCE LOSACCO  
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